

**AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
QUIKTRIP CORPORATION-PHOENIX DIVISION

**THIS AGREEMENT** is entered into this date as of 18th of August, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "ADOT") and QuikTrip Corporation-Phoenix Division ("QuikTrip")

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-363 & 28-408 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. QuikTrip is empowered to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of QuikTrip.

3. ADOT allowed QuikTrip to construct a roadway improvement project, on 51<sup>st</sup> Avenue and the I-10 through ADOT's Permit Office, Permit No., 95651 to ease access of the I-10. This project required the removal of ADOT's sign structure and sign. QuikTrip Corporation-Phoenix Division will reimburse ADOT \$52,150.00 for the replacement cost of the sign structure and sign, hereinafter referred to as the "Project".

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 28373  
Filed with the Secretary of State  
Date Filed: 8/18/06  
Genice K. Brewer  
Secretary of State  
By: [Signature]

**II. SCOPE OF WORK**

## 1. ADOT shall:

a. Upon execution of this Agreement invoice QuikTrip a one-time amount of \$52,152.00 for the replacement cost of the sign structure and sign.

## 2. QuikTrip shall:

a. Upon execution of this Agreement and receipt of an invoice from ADOT, remit to ADOT the amount of \$52,152.00 in full satisfaction for the costs of the sign structure and sign.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in force and effective until ADOT has received full payment from QuikTrip Corporation, at which time QuikTrip shall have no further obligation for the sign structure or sign.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

QUIKTRIP CORP., PHX-DIVISION  
1116 E. Broadway Road  
Tempe, Arizona 85282  
Attn: Larry Robinson Jr.  
Phone # (480) 446-6314

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**QUIKTRIP CORPORATION  
PHOENIX DIVISION**

**STATE OF ARIZONA**  
Department of Transportation

By   
KELLY P. VAUGHAN


By   
Dan Lance, P.E.  
Deputy State Engineer, Valley Transportation

EXHIBIT 'A'  
ITEM 1 IGA COST BACKUP

	Item Description	Unit	Quantity	Unit Price	Amount Rounded to the nearest dollar
	ITEM 1 - EXHIBIT "A"				
1	STRUCTURE		1	\$27,000.00	\$27,000.00
2	FOUNDATIONS		2	\$4,000.00	\$8,000.00
3	NEW SIGNS		1	\$4,000.00	\$4,000.00
	<b>SUBTOTAL CONSTRUCTION (A)</b>				<b>\$39,000.00 (A)</b>
	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$ 585.00
	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$ 390.00
	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$ 390.00
	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$ 3,900.00
	<b>SUBTOTAL CONSTRUCTION (B)</b>				<b>\$44,265.00 (B)</b>
	CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$ 6,197.00
	DESIGN ENGINEERING <sup>6</sup>			5% of (A)	\$ 1,950.00 [C]
	DESIGN ENGINEERING ADMINISTRATION <sup>7</sup>			5% of (C)	\$ 98.00
	<b>TOTAL ITEM 1 CONSTRUCTION COST</b>				<b>\$ 52,150.00</b>

Notes:

1. Maintenance of Traffic was calculated on a percentage basis (1.5% fixed rate) of the construction of QuikTrip's items.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of QuikTrip's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of QuikTrip's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of QuikTrip's construction cost.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of QuikTrip's construction cost.
6. Design Engineering was calculated on a percentage basis (5% fixed rate) of the Construction Cost.
7. Design Engineering Administration was calculated on a percentage basis (5% fixed rate) of the Design Engineering Cost.

JPA 06-026

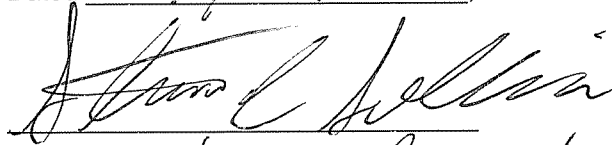
ATTORNEY APPROVAL FORM

FOR QUIKTRIP CORPORATION-PHOENIX DIVISION

I have reviewed the above referenced proposed Agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the QUIKTRIP CORPORATION, an Oklahoma corporation ("Corporation") and declare that the Corporation is empowered to enter into this Agreement. No opinion is expressed as to the authority of the State to enter into this Agreement.


No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated 7/14, 2006



Attorney

*General Counsel*

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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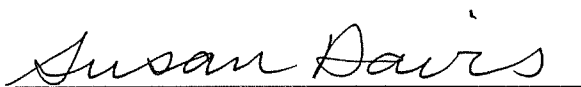
**AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0557TRN (**JPA 06-026-I**), an Agreement between The State of Arizona and Quiktrip Corporation-Phoenix Division, has been reviewed pursuant to A.R.S. § 28-401 by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: August 3, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:972011  
Attachment